

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perceptive Credit Holdings, LP, as Collateral Agent		07/02/2020	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Outset Medical, Inc.		
Street Address:	1830 BERING DR		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86067927	TABLO	
Serial Number:	87071099	TABLO SELF CARE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	98985-10040		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	07/03/2020		
Total Attachments: 5			
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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), is dated as of July 2, 2020, from Perceptive Credit Holdings, LP, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to Outset Medical, Inc. (the "Grantor") in connection with that certain Trademark Security Agreement, dated as of June 30, 2017, between the Grantor and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used herein without definition have the meanings set forth in the Trademark Security Agreement or the Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors from time to time party thereto, the lenders party thereto from time to time and the Collateral Agent and (ii) the Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of itself and the Secured Parties,, a continuing security interest in all of the Grantor's right, title and interest in the Trademark Collateral, including the registered and applied-for Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 30, 2017 at Trademark Reel 6097 and Frame 97; and

WHEREAS, the Collateral Agent is, pursuant to (i) that certain Payoff Letter dated as of the date hereof between Collateral Agent and the Grantor and (ii) this Termination and Release, terminating, releasing and discharging the entirety of its continuing security interest in the Trademark Collateral in accordance with Section 7.13 of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates the Trademark Security Agreement and terminates, releases and discharges its continuing security interest in all of the Grantor's right, title or interest in, to and under all of the Trademark Collateral, and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.

2. Further Assurances. The Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the security interest in respect of the Trademark Collateral, in each case as reasonably requested by the Grantor.

3. Applicable Law. **THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

4. Electronic Delivery. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed Termination and Release.

5. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, or representation or warranty by, the Collateral Agent or any other Secured Party.

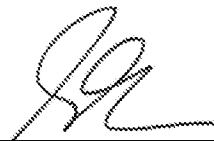
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

PERCEPTIVE CREDIT HOLDINGS, LP, as the
Collateral Agent

By: PERCEPTIVE CREDIT
OPPORTUNITIES GP, LLC,
its general partner

By: _____
Name: Sandeep Dixit
Title: Chief Credit Officer

By:  _____
Name: Sam Chawla
Title: Portfolio Manager

Schedule I
Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application Date & No.</u>	<u>Registration Date & No.</u>	<u>Owner</u>
USA	TABLO	Registered	9/18/2013 – 86067927	4/19/2016 – 4941772	Outset Medical, Inc.
USA	TABLO SELF CARE	Pending	6/14/2016 - 87071099	n/a	Outset Medical, Inc.